

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

TM Liquors, Inc.
t/a Big Ben Liquors

Application for Renewal of a
Retailer's Class A License

at premises
1300 North Capitol Street, NW
Washington, D.C. 20001

Case No.: 18-PRO-00048
License No.: ABRA-060652
Order No.: 2018-692

TM Liquors, Inc., t/a Big Ben Liquors (Applicant)

Bradley A. Thomas, Chairperson, on behalf of Advisory Neighborhood Commission
(ANC) 5E

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 5E'S PROTEST**

The Application filed by TM Liquors, Inc., t/a Big Ben Liquors, for Renewal of its Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 11, 2018, and a Protest Status Hearing on July 25, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 5E have entered into a Settlement Agreement (Agreement), dated October 29, 2018, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Bradley A. Thomas, on behalf of ANC 5E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 5E of this Application.

Accordingly, it is this 21st day of November, 2018, **ORDERED** that:

1. The Application filed by TM Liquors, Inc., t/a Big Ben Liquors, for renewal of its Retailer's Class A License, located at 1300 North Capitol Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 5E in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 2 (Compliance with D.C. Law) – The term “will” shall be replaced with the language “agrees to.”

Section 7 (Police Beat Book) – The term “will” shall be replaced with the language “agrees to.”

Section 13 (Alcohol Sales Prohibition Signage) – The language “in English” shall be removed.

Section 20 (Binding Effect) – The language “successors-in-interest” shall be removed.


The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 5E.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson

Nick Alberti, Member


Mike Silverstein, Member

James Short, Member

Donald Isaac, Sr., Member


Bobby Cato, Member

Rema Wahabzadah, Member

Pursuant to D.C. Official Code § 25-433(d)(1), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

SETTLEMENT AGREEMENT

License No.: ABRA-060652

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 29th day of OCTOBER, 2018, by and between TM Liquors, Inc., trading as Big Ben Liquors ("the Licensee") and Advisory Neighborhood Commission 5E ("ANC5E").

RECITALS

WHEREAS, the Licensee has applied for renewal of its Retailer's Class A Retail Liquor License, License Number ABRA-060652 ("the License"), for continued operations as Big Ben Liquors ("the Establishment") at 1300 North Capitol Street, NW ("the Premises"); and

WHEREAS, the Licensee desires to cooperate with ANC5E in efforts to mitigate concerns related to the impact or potential impact of the operations of the Establishment on the community in which the Premises is located; and

WHEREAS, in lieu of contested protest proceedings regarding the Licensee's application for renewal of the License in this matter, the parties hereto wish to enter into a settlement agreement, pursuant to D.C. Code §25-446, to address those concerns;

NOW THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. RECITALS INCORPORATED: The recitals set forth above are incorporated herein by reference.

2. COMPLIANCE WITH D.C. LAW: The Licensee will comply with all laws and regulations governing the operations of the establishment at 1300 North Capitol Street, N.W., within the District of Columbia, including the laws and regulations governing the Class A (Retail) license to which this Cooperative Agreement applies, as applied for and previously approved by the District of Columbia in the name of the Licensee.

3. COOPERATION WITH ANC: The Licensee and its officers and employees will cooperate with ANC5E to address any alleged violation of the laws and regulations referred to in Item Two (2) above, and in any request by ANC5E that the appropriate enforcement agency investigate any alleged violation.

4. HOURS OF OPERATION: The Licensee will not sell alcohol before or after ABC regulated hours.

5. DEBRIS & LITTER: The Licensee will take reasonable measures to ensure that the immediate environs of the location are kept free of litter and debris. The "immediate environs" is defined in Section 720.2 of the ABC regulations as including "all property on which the premises are located; all property used by the licensee to conduct business, whether part of the premises or not; including parking lots and portions of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct business."

6. LOITERING: The Licensee will post, no loitering signs and prohibit loitering in front of the business and that they take whatever actions are necessary to enforce such a prohibition including soliciting help from the Metropolitan Police Department.

7. POLICE BEAT BOOK: The Licensee will permit the Metropolitan Police Department to place and maintain a "beat book" inside the Premises to which police officers, on their routine patrols, will have unlimited access to sign off on at random or scheduled times during the operating hours of the Establishment. For purposes of this provision, a "beat book" is a sign-in book provided by the Metropolitan Police Department for its officers to record their presence by signing-in and indicating the time of each sign-in.

8. GO CUPS: The Licensee will not provide "go cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming (alcoholic) beverages."

9. MINIATURE ICE BAGS: The Licensee will not sell or provide miniature bags of ice to customers.

10. SINGLE CIGARETTES & DRUG PARAPHERNALIA: The Licensee will not sell single cigarettes; nor rolling paper, crack bags, or other drug paraphernalia to customers.

11. EXTERIOR ADVERTISING: The Licensee will not advertise alcoholic beverages on the exterior walls of the property used by the licensee to conduct business.

12. GRAFFITI: The Licensee will promptly remove or paint over any graffiti written on the exterior walls of the property used by the licensee to conduct business.

13. ALCOHOL SALES PROHIBITION SIGNAGE: The Licensee will post signs in English, advising its customers that the licensee will not sell alcohol to intoxicated persons.

14. SALES TO INTOXICATED PERSONS: The Licensee will not sell or deliver alcohol in any form to any intoxicated person, any person who appears to be intoxicated, or to any person whom the Licensee knows to be an abuser of alcohol.

15. SALES TO MINORS: The Licensee will not sell or deliver alcohol in any form to any person under 21 years of age.

16. STRAW-MAN BUYERS: The Licensee will take all precautions to avoid the sale of alcohol in any form to anyone accompanying a person who has been denied service, if it appears that an attempt is being made to buy alcohol for the person who has been denied service.

17. NOTICE OF SALE OF BUSINESS: The Licensee will provide the community (via ANC5E) at least ninety (90) days notice of any intention to place the business on the market, i.e., should the Licensee make a decision to sell or transfer its business.

18. BINDING EFFECT ON EMPLOYEES: The Licensee gives its assurance that all of its employees will adhere to the provisions of this Agreement, particularly with respect to the sale of alcohol in any form.

19. INCORPORATION INTO LICENSE: The provisions of this Agreement shall become part of the conditions of the Licensee's License in this matter and shall remain in force upon renewal or transfer of said License. Violations of this Agreement by the Licensee, or the Licensee's failure to implement measures called for in this

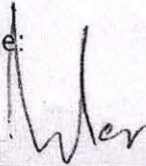
Agreement, may be deemed just cause for the ABC Board to immediately suspend or revoke the License granted to its establishment or to take any other corrective or punitive measures the Board deems just and proper.

20. BINDING EFFECT: This Agreement shall be binding upon and enforceable against any and all transferees and successors-in-interest of the Licensee.

21. COUNTERPARTS: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

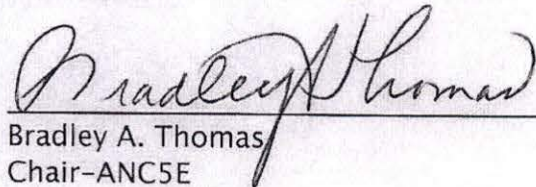
BY OUR SIGNATURES BELOW, we hereby approve and accept the terms of this Settlement Agreement by and between TM Liquors, Inc. and Advisory Neighborhood Commission 5E:

For the Licensee:



Harjinder Singh

For ANC5E:



Bradley A. Thomas
Chair-ANC5E